

1 HERRERA KENNEDY LLP  
2 Shawn M. Kennedy (SBN 218472)  
skennedy@herrerakennedy.com  
3 Bret D. Hembd (SBN 272826)  
bhembd@herrerakennedy.com  
4 4590 MacArthur Blvd., Suite 500  
Newport Beach, CA 92660  
Tel: (949) 936-0900  
5 Fax: (855) 969-2050

6 HERRERA KENNEDY LLP  
7 Nicomedes Sy Herrera (SBN 275332)  
nhererra@herrerakennedy.com  
8 Laura E. Seidl (SBN 269891)  
lseidl@herrerakennedy.com  
9 1300 Clay Street, Suite 600  
Oakland, CA 94612  
Tel: (510) 422-4700  
10 Fax: (855) 969-2050

11 LIEFF CABRASER HEIMANN &  
BERNSTEIN, LLP  
12 Rachel Geman (Pro Hac Vice)  
rgeman@lchb.com  
13 250 Hudson Street, 8th Floor  
New York, NY 10013-1413  
14 Tel: (212) 355-9500  
Fax: (212) 355-9592

15 *Co-Lead Class Counsel*

16  
17 UNITED STATES DISTRICT COURT  
18 NORTHERN DISTRICT OF CALIFORNIA  
19 OAKLAND DIVISION

20  
21 IN RE PLAID INC. PRIVACY  
LITIGATION

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26  
27  
28 LIEFF CABRASER HEIMANN &  
BERNSTEIN, LLP  
Michael W. Sobol (SBN 194857)  
msobol@lchb.com  
Melissa Gardner (SBN 289096)  
mgardner@lchb.com  
Michael K. Sheen (SBN 288284)  
msheen@lchb.com  
Nicholas R. Hartmann (SBN 301049)  
nhartmann@lchb.com  
275 Battery Street, 29th Floor  
San Francisco, CA 94111-3339  
Tel: (415) 956-1000  
Fax: (415) 956-1008

BURNS CHAREST LLP  
Christopher J. Cormier (Pro Hac Vice)  
ccormier@burnscharest.com  
4725 Wisconsin Avenue, NW, Suite 200  
Washington, DC 20016  
Tel: (202) 577-3977  
Fax: (469) 444-5002

Master Docket No.: 4:20-cv-03056-DMR  
**POST-DISTRIBUTION ACCOUNTING**

1 Pursuant to the Court's July 20, 2022 Order Granting Final Approval of Class Action  
 2 Settlement (Dkt. 184 at 23), Class Counsel's March 1, 2023 Status Report Regarding Settlement  
 3 Fund Distribution (Dkt. 190), and this District's Procedural Guidance for Class Action  
 4 Settlements, Plaintiffs respectfully submit the following post-distribution accounting and  
 5 supporting Declarations of Denise Earle on behalf of Angeion Group, LLC, the Court-appointed  
 6 Settlement Administrator ("Angeion Decl."); of Melissa Gardner on behalf of Class Counsel  
 7 ("Gardner Decl."); and of Sheila Jambekar, Chief Privacy Officer of Plaid Inc. (Gardner Decl. Ex.  
 8 1, "Jambekar Decl.").

9 **I. Post-Distribution Accounting**

10 The following is the post-distribution accounting for this matter, as set forth in the  
 11 District's Procedural Guidance for Class Action Settlements.

Settlement Details	
Total Settlement Fund	\$58,000,000
Approximate number of Class Members	98,000,000
Notice Details	
Methods of notice to Class Members	E-mail, post card, custom social media, digital and social media, paid search campaign, sponsored class action website listings
Number of Class Members to whom e-mail notice was sent	60,271,546
Number of Class Members to whom e-mail notice was sent and not returned as undeliverable	58,787,099
Number of Class Members to whom post card notice was sent	650,669
Number of post cards re-mailed to forwarding address	44,749
Number of Class Members to whom post card notice was sent and not returned as undeliverable	633,219
Number of clicks-through on all digital noticing ads in initial campaign + reminder campaign	334,516

<b>Claim Forms, Exclusions, and Objections</b>		
Number and Percentage of Valid Claims	#: 1,198,327	%: 1.22
Number and Percentage of Opt Outs	#: 1,774	%: 0.0018
Number and Percentage of Objections	#: 5	%: 0.000005

Settlement Payment Details	
Recovery per claimant (pro rata share of Net Settlement Fund)	\$35.97
Methods of payment to Class Members	Direct deposit, PayPal, Venmo, and Mailed Check via USPS
Number of successful digital payments distributed	965,863
Value of successful digital payments	\$34,742,092.11
Number of physical checks distributed	232,363
Number of checks cashed	187,744
Value of cashed checks	\$6,753,151.68
Number of checks uncashed	44,619
Value of checks uncashed	\$1,604,945.43
Maximum court-approved administrative costs	\$5,500,000.00
Total administrative costs	\$3,935,528.56
Total court-approved service awards to Class Representatives	\$55,000 (\$5,000 per Class Representative)
Court-awarded costs and expenses	\$115,920.21
Court-awarded attorneys' fees	\$11,000,000
Court-awarded attorneys' fees as a percentage of the Settlement Fund	19%
Counsel's adjusted lodestar at Final Approval	\$4,127,531.00
Counsel's updated adjusted lodestar total (through Aug. 4, 2023)	\$4,564,688.00
Lodestar multiplier at Final Approval	2.66
Updated lodestar multiplier	2.41
Amount remaining in Settlement Fund (as of August 21, 2023)	\$1,516,834.18

See Angeion Decl. ¶¶ 3–4; Gardner Decl. ¶¶ 3–4; Dkt. No. 184 at 20–21.

## II. Non-Monetary Relief

In addition to the monetary relief set forth in the above accounting, the Settlement includes injunctive relief that the Court rightly described as “significant” (Dkt. 184 at 15), “robust” (*id.* at 20), and “a meaningful benefit to Class Members and consumers going forward”

1 (id. at 16). That relief has conferred, and will continue to confer, the following benefits to Class  
 2 Members.

3       **A.     Data Deletion from Plaid Systems**

4       Plaid has deleted the data it retrieved by its “Transactions” product—which can include  
 5 information about financial account activity, such as the amount, time, and place of deposits,  
 6 withdrawals, transfers, or purchases—for users that connected their financial account(s) to an  
 7 application (or applications) that did not ask Plaid to collect Transactions data. Settlement  
 8 ¶¶ 63(a); Jambekar Decl. ¶ 10.

9       Separately, Plaid has deleted data from its systems for users that Plaid is aware it has no  
 10 valid means to authenticate with the bank. Settlement ¶ 63(b); Jambekar Decl. ¶ 10. This means,  
 11 for example, that if the password Plaid obtained for a particular bank account has changed or the  
 12 account is closed, Plaid has deleted the associated account data from its systems.

13       Plaid will maintain these data deletion practices for at least the next three years.  
 14 Settlement ¶¶ 64–66; Jambekar Decl. ¶¶ 10–11.

15       **B.     User Control Over Data Through Plaid Portal**

16       Plaid’s website (plaid.com) now includes prominent references and links to Plaid Portal  
 17 (my.plaid.com) on its website homepage along with a plain-language description of the user  
 18 controls available through the Plaid Portal. Settlement ¶ 54(a); Jambekar Decl. ¶ 3. By creating a  
 19 Plaid Portal account, users (including Class Members) can view and manage the connections that  
 20 have been made between apps and their financial accounts using Plaid. Class Members can also  
 21 delete their financial data stored in Plaid’s systems. Settlement ¶ 58.

22       Plaid makes reasonable commercial efforts to send periodic e-mail reminders to Plaid  
 23 Portal account holders generally describing the user controls available in Plaid Portal, including,  
 24 to the extent technically feasible, the ability to disconnect applications from financial accounts,  
 25 and delete financial data stored in Plaid’s systems. Settlement ¶ 59; Jambekar Decl. ¶ 7.

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1                   **C.     Clear Disclosures at the Time of Account Connection**

2                   To ensure clarity on Plaid’s role in the financial account connection process, and to ensure  
 3 that users (including Class Members) clearly understand who they are sharing their information  
 4 with and for what purposes, Plaid’s Link flow includes:

- 5                   • The credentials pane, meaning the pane where users enter their financial account  
 6                   username and password, explains that the user’s credentials are being “provided to  
 Plaid.”
- 7                   • The background color of the credential pane will not utilize the color scheme  
 8                   associated with a specific financial institution for that financial institution.
- 9                   • The consent pane, meaning the pane where users agree to Plaid’s End User  
 10                  Privacy Policy and that Plaid will connect their application to their financial  
 11                  institution, continues to (a) refer expressly to Plaid and explain that Plaid is used to  
 12                  link the user’s accounts; (b) include a conspicuous link to Plaid’s End User  
 13                  Privacy Policy; and (c) require the user to agree to Plaid’s End User Privacy Policy  
 14                  by taking clear affirmative action (e.g., by clicking “Continue”).

15                  Settlement ¶ 56; Jambekar Decl. ¶ 5.

16                  Plaid makes reasonable commercial efforts to ensure that its customers using the standard  
 17                  Link flow continue to comply with these parameters, with certain limited exceptions. Settlement  
 18                  ¶ 57; Jambekar Decl. ¶ 6.

19                   **D.     Minimizing the Data Plaid Stores**

20                  Plaid is implementing changes to minimize the data it stores from users’ financial  
 21                  accounts as follows:

- 22                   • With respect to data retrieved from users’ financial accounts, subject to certain  
 23                   limitations such as for compliance with applicable law, Plaid will only store the  
 24                   categories of data for the Plaid product(s) that the user’s application specifically  
 25                   requests from Plaid or that are necessary for Plaid to offer its services, unless the  
 26                   user has expressly consented to the retrieval of additional data fields.
- 27                   • Plaid uses its best efforts to continue to inform the applications that use Plaid  
 28                   about its “/item/remove endpoint,” which is a means for those applications to  
 29                   inform Plaid that a user has terminated their account with the application, which  
 30                   then terminates the application’s access to data from Plaid and may lead to data  
 31                   deletion from Plaid’s systems (if such data is not actively used by another  
 32                   application).

33                  Settlement ¶¶ 60–62; Jambekar Decl. ¶¶ 8–9.

1                   **E. Enhancing Disclosures About What Plaid Is and Does**

2                   In addition to the disclosures and controls discussed above, on February 22, 2023, Plaid  
 3 updated its End User Privacy Policy (“EUPP”) to provide more detail about Plaid’s data  
 4 collection, storage, use, sharing, and deletion practices. *See* Jambekar Decl. ¶ 2. Per the  
 5 Settlement, the updated EUPP:

- 6                   • Provides more detail about the categories of personal information Plaid collects  
 7 from users’ financial accounts for each Plaid generally available product, including  
 8 a plain-language list of the category or categories of personal information Plaid  
 collects and a plain-language statement of the general reasons it is collected.
- 9                   • Provides more detail about how Plaid uses data, including by providing, for each  
 10 category of personal information that Plaid collects about users, the categories of  
 11 uses for which Plaid collects the information and the categories of parties with  
 whom Plaid shares personal information (if any) (e.g., the developer of the user’s  
 application).
- 12                   • Provides a plain-language explanation of Plaid’s deletion and retention practices  
 13 related to personal information collected from users’ financial accounts.
- 14                   • Provides a dedicated section explaining in plain-language terms the privacy  
 15 controls Plaid has made available to users (e.g., “Privacy Control Section”),  
 regardless of whether those controls are guaranteed by any legal right.

16 Settlement ¶ 53; Jambekar Decl. ¶ 2.

17                   **III. Cy Pres Distribution**

18                   As reported by the Settlement Administrator, \$1,516,834.18, including earned interest,  
 19 remains in the Settlement Fund following the deduction of all expenses, including outstanding  
 20 expenses for administration, tax liabilities, distributions to the Class and the expiration of all  
 21 mailed checks. Angeion Decl. ¶ 4. Pursuant to ¶ 78(b)(iv) of the Settlement, if a secondary *pro*  
 22 *rata* distribution of these funds to Authorized Claimants (or a subset thereof) is not economically  
 23 feasible, the Parties may direct the Settlement Administrator to distribute them *pro rata* to the Cy  
 24 Pres Recipients(s) approved by the Court within forty-five (45) days after settlement checks have  
 25 expired.

26                   Pursuant to ¶ 84 of the Settlement, Class Counsel proposed Cy Pres Recipients in  
 27 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. Specifically, Class  
 28 Counsel proposed the Privacy Rights Clearinghouse (“PRC”) and Consumer Reports (“CR”).

1 Dkt. 137-1 at 4; *see also* Dkt. 153 (Prelim. Approval Order) at 5.

2 Class counsel have conferred with the Settlement Administrator and with counsel for  
3 Plaid, and have determined that a secondary distribution to Authorized Claimants in this action is  
4 not economically feasible. Angeion Decl. ¶ 5; Gardner Decl. ¶ 5. Class Counsel therefore intend  
5 to authorize the Settlement Administrator to distribute the remaining funds to PRC and CR. Each  
6 of PRC and CR will report to the Parties how it has used those funds pursuant to Settlement ¶ 85.  
7 Pursuant to Settlement ¶ 86, Plaid will not exercise any control or influence over PRC's and CR's  
8 expenditure of *cy pres* funds.

9  
10 Dated: August 21, 2023

Respectfully submitted,

11 LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

12 By: /s/ Rachel Geman  
Rachel Geman

13 LIEFF CABRASER HEIMANN &  
14 BERNSTEIN, LLP  
15 Rachel Geman (*Pro Hac Vice*)  
rgeman@lchb.com  
16 250 Hudson Street, 8th Floor  
17 New York, NY 10013-1413  
Tel: (212) 355-9500  
Fax: (212) 355-9592

18 LIEFF CABRASER HEIMANN &  
19 BERNSTEIN, LLP  
20 Michael W. Sobol (SBN 194857)  
msobol@lchb.com  
21 Melissa Gardner (SBN 289096)  
mgardner@lchb.com  
22 Michael K. Sheen (SBN 288284)  
msheen@lchb.com  
23 Nicholas R. Hartmann (SBN 301049)  
nhartmann@lchb.com  
24 275 Battery Street, 29th Floor  
25 San Francisco, CA 94111-3339  
26 Tel: (415) 956-1000  
27 Fax: (415) 956-1008

1 HERRERA KENNEDY LLP

2 By: /s/ *Shawn Kennedy*  
3 Shawn M. Kennedy

4 HERRERA KENNEDY LLP  
5 Shawn M. Kennedy (SBN 218472)  
6 skennedy@herrerakennedy.com  
7 Bret D. Hembd (SBN 272826)  
8 bhembd@herrerakennedy.com  
9 4590 MacArthur Blvd., Suite 500  
10 Newport Beach, CA 92660  
11 Telephone: (949) 936-0900  
12 Fax: (855) 969-2050

13 HERRERA KENNEDY LLP  
14 Nicomedes Sy Herrera (SBN 275332)  
15 nherrera@herrerakennedy.com  
16 Laura E. Seidl (SBN 269891)  
17 lseidl@herrerakennedy.com  
18 1300 Clay Street, Suite 600  
19 Oakland, CA 94612  
20 Telephone: (510) 422-4700  
21 Fax: (855) 969-2050

22 BURNS CHAREST LLP

23 By: /s/ *Christopher Cormier*  
24 Christopher J. Cormier

25 BURNS CHAREST LLP  
26 Christopher J. Cormier (*Pro Hac Vice*)  
27 ccormier@burnscharest.com  
28 4725 Wisconsin Avenue, NW  
Washington, DC 20016  
Tel: (202) 577-3977  
Fax: (469) 444-5002

29 BURNS CHAREST LLP  
30 Warren T. Burns (*Pro Hac Vice*)  
31 wburns@burnscharest.com  
32 900 Jackson Street, Suite 500  
33 Dallas, TX 75202  
34 Tel: (469) 904-4550  
35 Fax: (469) 444-5002

36 *Co-Lead Class Counsel*

## **ATTESTATION**

Pursuant to Civil L.R. 5-1(i)(3), I hereby attest that concurrence in the filing of this document has been obtained from the above signatories.

Dated: August 21, 2023

By: /s/ Melissa Gardner